

# MysticGG Games Terms of Use

Valid as of 01.11.2018

As used in these Terms of Service (“Terms”), the words “Velocity Rage”, “MysticGG”, “we”, “us”, or “our” refer to MysticGG.

We provide our users (“user”, “users”, “you”) with gaming applications for desktop and console devices via our website, referred to herein as our “Services”. Our Services are licensed and or sold. Please read these Terms carefully because they govern your access to and use of our Services, and are legally binding.

## Contract closure

1.1. By using our Services (i.e. by installing a MysticGG game(e.g Velocity Rage) or by clicking to agree to the Terms when this option is made available), the user accepts and agrees to be bound and abide by these Terms and our Privacy Policy (see point 1.2). If the user does not agree to these Terms or the Privacy Policy, the user must not access or use our Services.

1.2. You represent that you are 14 years of age or older. Anyone under the age of 18 may only download or connect to our Games and play them on your device once your legal guardian has agreed to our License Agreement and Privacy policies. MysticGG may require adequate proof of your identity and age and consent from a parent or guardian at any time.

1.3. By using our Services, a License Agreement is concluded for an indefinite period. The user may terminate the License Agreement by uninstalling the application.

1.4. You certify that you are a private person. No commercial use of MysticGG games is allowed.

1.5. The User has the right to withdraw from this contract at any time by uninstalling MysticGG’s games. On termination of the Contract (and License Agreement), the user’s access to MysticGG’s Services is disabled. The user is not entitled to have deleted data restored, even on re-registering. The user is not entitled to any refund insofar as it has already made use of the Services.

## Content and Scope of License Agreement

2.1. Under the License Agreement, the user is authorized to put the Services provided to personal use for a limited period in accordance with the respective Terms. MysticGG is entitled

at any time to alter the content or functions of these Services (e.g. updates, modifications or similar).

2.2. The user is not entitled to demand that MysticGG's Services be provided or kept in a given condition. No warranty can be given that the software used by MysticGG games is entirely devoid of errors. Therefore, downtimes may occur caused by technical problems beyond MysticGG's control. Regular maintenance or maintenance to deal with unpredictable failures (e.g. attacks, viruses) may impair the availability of the Services. Insofar as is possible, maintenance shall be carried out paying consideration to our users.

2.3. Using a MysticGG game or its functions may depend on an online connection to the Internet with a given bandwidth or rate of data interchange; otherwise, use may be restricted, impaired or even impossible.

2.4. MysticGG's games can be used after being installed on a desktop windows device. The user does not receive any separate instructions for the game, other than the information and help tools that are integrated into the game.

2.5. MysticGG releases regular updates for Velocity Rage to ensure the security of the system, for the sake of stability and compatibility, or in order to further the game's development. MysticGG is under no obligation to continue providing support for versions of a game that are not up-to-date. Updates carried out on the user's device are triggered by the user; in each case, the user should check whether the update has been released for the configuration it uses (platform, operating system).

2.6. The user is prohibited from using a MysticGG games in any manner other than permitted under the Licence Agreement. In particular, unless authorized to do so, the user may not copy a MysticGG game, pass it on to third parties or otherwise grant access to it, nor may MysticGG games be sub-licensed, hired out, published, distributed, transferred, adapted, reverse engineered, decompiled, or re- or disassembled.

2.7. If MysticGG provides access to a game that is still under development (so-called "beta version, or alpha version"), use of the game may be restricted and there is the possibility of serious errors occurring. Using beta or alpha versions is done on the user's own responsibility and may be discontinued or terminated by MysticGG at any time.

#### Limitation of Liability

4.1. In no event shall MysticGG be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use our Services.

#### Final Provisions, Amendments, Governing Law

5.1. MysticGG is entitled at any time to amend or supplement these Terms and any related provisions. MysticGG shall publish any amendments to these Terms on its website ([www.mysticgg.com](http://www.mysticgg.com)) and may also use other means of notification (e.g. ingame, newsletter, update). If the user makes use of MysticGG's Services more than two weeks after any such publication or notification, then it shall be deemed to approve the amended terms; MysticGG shall draw attention to this consequential effect of continued usage. If it so wishes, the user may otherwise terminate the License Agreement (as explained in Item 1.5 above).

5.2. Legal relations between the contracting parties shall be governed by Israel law.